

# EXHIBIT A



## Notice of Service of Process

null / ALL  
Transmittal Number: 26828279  
Date Processed: 04/27/2023

**Primary Contact:** Spencer Mosness  
NEWREZ LLC  
1100 Virginia Dr  
Ste 125  
Fort Washington, PA 19034-3235

**Electronic copy provided to:** Justin Bradley  
Cheryl Rathke

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**Entity:** Shellpoint Partners LLC  
Entity ID Number 2908806

**Entity Served:** Shellpoint, a Division of NewRez

**Title of Action:** Richard Wentland vs. Shellpoint, A Division of NewRez

**Matter Name/ID:** Richard Wentland vs. Shellpoint, A Division of NewRez (13990999)

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Violation of State/Federal Act

**Court/Agency:** DuPage County Circuit Court, IL

**Case/Reference No:** 2023CH000085

**Jurisdiction Served:** Illinois

**Date Served on CSC:** 04/27/2023

**Answer or Appearance Due:** 30 Days

**Originally Served On:** CSC

**How Served:** Personal Service

**Sender Information:** John P. Carlin  
847-843-8600

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

STATE OF ILLINOIS, CIRCUIT COURT		SUMMONS	For Court Use Only
DuPage <input checked="" type="checkbox"/> COUNTY			
<b>Instructions ▼</b>			
Enter above the county name where the case was filed.	Richard and Deborah Wentland <b>Plaintiff / Petitioner</b> (First, middle, last name)		
Enter your name as Plaintiff/Petitioner.	v.		
Enter the names of all people you are suing as Defendants/ Respondents.	Shellpoint, a Division of NewRez <b>Defendant / Respondent</b> (First, middle, last name)		2023CH000085 <b>Case Number</b>
Enter the Case Number given by the Circuit Clerk.	<input type="checkbox"/> <b>Alias Summons</b> (Check this box if this is not the 1 <sup>st</sup> Summons issued for this Defendant.)		

**IMPORTANT INFORMATION:**

There may be court fees to start or respond to a case. If you are unable to pay your court fees, you can apply for a fee waiver. You can find the fee waiver application at: [illinoiscourts.gov/documents-and-forms/approved-forms/](http://illinoiscourts.gov/documents-and-forms/approved-forms/).

E-filing is now mandatory with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit [efile.illinoiscourts.gov/service-providers.htm](http://efile.illinoiscourts.gov/service-providers.htm) to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit [illinoiscourts.gov/faq/gethelp.asp](http://illinoiscourts.gov/faq/gethelp.asp) or talk with your local circuit clerk's office. If you cannot e-file, you may be able to get an exemption that allows you to file in-person or by mail. Ask your circuit clerk for more information or visit [illinoislegalaid.org](http://illinoislegalaid.org).

Call or text Illinois Court Help at 833-411-1121 for information about how to go to court including how to fill out and file forms. You can also get free legal information and legal referrals at [illinoislegalaid.org](http://illinoislegalaid.org).

**Plaintiff/Petitioner:**

Do not use this form in an eviction, small claims, detinue, divorce, or replevin case. Use the *Eviction Summons*, *Small Claims Summons*, or *Summons Petition for Dissolution of Marriage / Civil Union* available at [illinoiscourts.gov/documents-and-forms/approved-forms](http://illinoiscourts.gov/documents-and-forms/approved-forms). If your case is a detinue or replevin, visit [illinoislegalaid.org](http://illinoislegalaid.org) for help.

If you are suing more than 1 Defendant/Respondent, fill out a *Summons* form for each Defendant/Respondent.

In 1a, enter the name and address of a Defendant/ Respondent. If you are serving a Registered Agent, include the Registered Agent's name and address here.

In 1b, enter a second address for Defendant/ Respondent, if you have one.

In 1c, check how you are sending your documents to Defendant/ Respondent.

**1. Defendant/Respondent's address and service information:****a. Defendant/Respondent's primary address/information for service:**

\* Name (First, Middle, Last): Shellpoint, a Division of NewRez \*

Registered Agent's name, if any: Illinois Corporation Service Company

Street Address, Unit #: 801 Adlai Stevenson Drive, Suite

City, State, ZIP: Springfield, IL 62703

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**b. If you have more than one address where Defendant/Respondent might be found, list that here:**

Name (First, Middle, Last): \_\_\_\_\_

Street Address, Unit #: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**c. Method of service on Defendant/Respondent:**

☐ Sheriff ☐ Sheriff outside Illinois: \_\_\_\_\_  
County & State

☐ Special process server ☐ Licensed private detective

In 2, enter the amount of money owed to you.

In 3, enter your complete address, telephone number, and email address, if you have one.

## 2. Information about the lawsuit:

Amount claimed: \$ 1,000.00

## 3. Contact information for the Plaintiff/Petitioner:

Name (First, Middle, Last): John P. Carlin

Street Address, Unit #: 1305 Remington Road, Suite C

City, State, ZIP: Schaumburg, IL 60173

Telephone: 8478438600 Email: jcarlin@suburbanlegalgroup.com

**GETTING COURT DOCUMENTS BY EMAIL:** You should use an email account that you do not share with anyone else and that you check every day. If you do not check your email every day, you may miss important information, notice of court dates, or documents from other parties.

### Important information for the person getting this form

You have been sued. Read all of the documents attached to this *Summons*.

To participate in the case, you must follow the instructions listed below. If you do not, the court may decide the case without hearing from you and you could lose the case. *Appearance* and *Answer/Response* forms can be found at: [illinoiscourts.gov/documents-and-forms/approved-forms/](http://illinoiscourts.gov/documents-and-forms/approved-forms/).

Check 4a or 4b. If Defendant/Respondent only needs to file an *Appearance* and *Answer/Response* within 30 days, check box 4a. Otherwise, if the clerk gives you a court date, check box 4b.

In 4a, fill out the address of the court building where the Defendant may file or e-file their *Appearance* and *Answer/Response*.

In 4b, fill out:

- The court date and time the clerk gave you.
- The courtroom and address of the court building.
- The call-in or video information for remote appearances (if applicable).
- The clerk's phone number and website. All of this information is available from the Circuit Clerk.

## 4. Instructions for person receiving this *Summons* (Defendant):

- ☒ a. To respond to this *Summons*, you must file *Appearance* and *Answer/Response* forms with the court within 30 days after you have been served (*not counting the day of service*) by e-filing or at:

Address: 505 N County Farm Road

City, State, ZIP: Wheaton, IL 60187

- ☐ b. Attend court:

On: \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. ☐ p.m. in \_\_\_\_\_  
Date Time Courtroom

### In-person at:

Courthouse Address City State ZIP  
OR

**Remotely** (You may be able to attend this court date by phone or video conference. This is called a "Remote Appearance"):

By telephone:

Call-in number for telephone remote appearance

By video conference:

Video conference website

Video conference log-in information (meeting ID, password, etc.)

Call the Circuit Clerk at: \_\_\_\_\_ or visit their website  
Circuit Clerk's phone number

at: \_\_\_\_\_ to find out more about how to do this.  
Website

### STOP!

The Circuit Clerk will fill in this section.

### STOP!

The officer or process server will fill in the Date of Service.

Witness this Date:

4/24/2023 3:09 PM

SW

Seal of Court

Clerk of the Court:



Candice Adams

This *Summons* must be served within 30 days of the witness date.

Date of Service:

(Date to be entered by an officer or process server on the copy of this *Summons* left with the Defendant or other person.)

<b>STATE OF ILLINOIS, CIRCUIT COURT</b>  DuPage <input checked="" type="checkbox"/> COUNTY	<b>PROOF OF SERVICE OF SUMMONS AND COMPLAINT/PETITION</b>	<i>For Court Use Only</i>
<b>Instructions</b> Enter above the county name where the case was filed. Enter your name as Plaintiff/Petitioner. Enter the names of all people you are suing as Defendants/Respondents. Enter the Case Number given by the Circuit Clerk.	Richard and Deborah Wentland <b>Plaintiff / Petitioner</b> (First, middle, last name)  v. Shellpoint, a Division of NewRez <b>Defendant / Respondent</b> (First, middle, last name)  <input type="checkbox"/> <b>Alias Summons</b> (Check this box if this is not the 1 <sup>st</sup> Summons issued for this Defendant.)	2023CH000085 <b>Case Number</b>

**\*\*Stop. Do not complete the form. The sheriff or special process server will fill in the form.\*\***

My name is \_\_\_\_\_ and I state

*First, Middle, Last*

☐ I served the **Summons and Complaint/Petition** on the Defendant/Respondent

as follows:

*First, Middle, Last*

☐ Personally on the Defendant/Respondent:

Male ☐ Female ☐ Non-Binary ☐ Approx. Age: \_\_\_\_\_ Race: \_\_\_\_\_

On this date: \_\_\_\_\_ at this time: \_\_\_\_\_ ☐ a.m. ☐ p.m.

Address, Unit#: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

☐ On someone else at the Defendant/Respondent's home who is at least 13 years old and is a family member or lives there:

On this date: \_\_\_\_\_ at this time: \_\_\_\_\_ ☐ a.m. ☐ p.m.

Address, Unit#: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

And left it with: \_\_\_\_\_

*First, Middle, Last*

Male ☐ Female ☐ Non-Binary ☐ Approx. Age: \_\_\_\_\_ Race: \_\_\_\_\_

and by sending a copy to this defendant in a postage-paid, sealed envelope to the above address on \_\_\_\_\_, 20 \_\_\_\_\_.

☐ On the Corporation's agent, \_\_\_\_\_

*First, Middle, Last*

Male ☐ Female ☐ Non-Binary ☐ Approx. Age: \_\_\_\_\_ Race: \_\_\_\_\_

On this date: \_\_\_\_\_ at this time: \_\_\_\_\_ ☐ a.m. ☐ p.m.

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

☐ I was not able to serve the **Summons** and **Complaint/Petition** on **Defendant/Respondent**:

\_\_\_\_\_  
First, Middle, Last

I made the following attempts to serve the **Summons** and **Complaint/Petition** on the **Defendant/Respondent**:

1. On this date: \_\_\_\_\_ at this time: \_\_\_\_\_ ☐ a.m. ☐ p.m.  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Other information about service attempt: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. On this date: \_\_\_\_\_ at this time: \_\_\_\_\_ ☐ a.m. ☐ p.m.  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Other information about service attempt: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. On this date: \_\_\_\_\_ at this time: \_\_\_\_\_ ☐ a.m. ☐ p.m.  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Other information about service attempt: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DO NOT** complete this section. The sheriff or private process server will complete it.

**If you are a special process server, sheriff outside Illinois, or licensed private detective, your signature certifies that everything on the *Proof of Service of Summons* is true and correct to the best of your knowledge. You understand that making a false statement on this form could be perjury.**

Under the Code of Civil Procedure, 735 ILCS 5/1-109, making a statement on this form that you know to be false is perjury, a Class 3 Felony.

**By:**

Signature by: ☐ Sheriff  
☐ Sheriff outside Illinois:

\_\_\_\_\_  
County and State

☐ Special process server  
☐ Licensed private detective

**FEES**

Service and Return:	\$	_____
Miles	\$	_____
Total	\$ 0.00	_____

\_\_\_\_\_  
Print Name

If **Summons** is served by licensed private detective or private detective agency:

License Number: \_\_\_\_\_

IN THE CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS  
EIGHTEENTH JUDICIAL DISTRICT

Richard and Deborah Wentland  
Plaintiff,

**Complaint**

No Jury Demand

Shellpoint, a Division of NewRez

Defendant.

**COMPLAINT**

COMES NOW the Plaintiffs, Richard and Deborah Wentland ("Plaintiffs"), by and through her attorneys, Suburban Legal Group, PC, and complains of the Defendant, Shellpoint, a Division of Newrez, LLC stating as follows:

**PRELIMINARY STATEMENT**

1. This is an action brought by Plaintiff against Shellpoint, a Division of Newrez, LLC (Defendant). for violations of the Fair Debt Collection Practices Act, 15 U.S.C. 1692, et. seq. ("FDCPA").

**INTRODUCTION**

2. 15 U.S.C. Section 1692g requires that a Debt Collector, within five days of the first initial communication, give a Consumer (or Consumer's Attorney) a notice of rights about the Debt; this is commonly known as the "Mini-Miranda Rights." *Evory v. Rjm Acquisitions Funding L.L.C.*, 505 F.3d 769, 2007 WL 3071678 (7th Cir. 2007) *Evory v. Rjm Acquisitions Funding L.L.C.*, 505 F.3d 769, 2007 WL 3071678 (7th Cir. 2007)
3. The FDCPA "requires that any dunning letter by a debt collector as defined by the Act state "the amount of the debt" that the debt



collector is trying to collect.” *Miller v. McCalla, Raymer, Padrick, Cobb, Nichols & Clark, L.L.C.* 214 F.3d 872, 875 (7<sup>th</sup> Cir. 2000).

4. The Debt Collector has a duty under 15 U.S.C. Section 1692g to give the amount of the debt due on the date the collection letter is sent. *Id.*
5. If said debt is increasing after the date of the letter, the Seventh Circuit laid out exactly what needs to be said by the debt collector in order to properly apprise the Debtor of what is owed. *Chuway v. Nat. Action Financial Services*, 362 F. 3d 944 (7<sup>th</sup> Cir., 2004).
6. A Confirmation Order on a Bankruptcy Plan in a Chapter 13 Proceeding is considered, in the eyes of the law, to be a judgment. *United Student Aid Funds, Inc. v. Espinosa*, 130 S. Ct. 1367, 176 L.Ed2d 158 (2009) *United Student Aid Funds, Inc. v. Espinosa*, 130 S. Ct. 1367, 176 L.Ed2d 158 (2009)
7. “In construing a federal statute, we (Illinois State Courts) generally look to federal decisions for [their] interpretation of the statutory provisions.” *Melena v. Anheuser-Busch, Inc.*, 219 Ill. 2d 135, 141 (2006).
8. State courts will look to the decisions of the United States Supreme Court and the federal circuit and district courts when interpreting federal statutes. *State Bank of Cherry v. CGB Enters.*, 2013 IL 113836, ¶33. The Illinois Supreme Court has instructed that the United States Supreme Court interpretation of federal law “is clearly binding” on Illinois courts. *Id.* However, in the even there is no Supreme Court decision, Illinois state courts will give considerable weight to lower federal courts’ interpretations if they are uniform on their interpretation of a federal statute. *Id.* at ¶ 34.





JURISDICTION AND VENUE

9. This Court has jurisdiction over FDCPA matters.
10. Venue is proper because the all of the events that led up to this Complaint took place in Dupage County, Illinois.

PARTIES

12. Plaintiffs are natural persons residing in Dupage County, Illinois, and a consumer as defined by 15 U.S.C. 1692a(3).
13. Defendant is a Pennsylvania Corporation, with a primary business address of 1100 Virginia Drive, Suite 125, Fort Washington, Pennsylvania 19034.
14. Defendant is a debt collector within the meaning of 15 U.S.C. 1692a(6), in that it uses postal mail, an instrumentality of interstate commerce, across state lines for its business, the principal purpose of which is the collection of debts, and/or it regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

FACTUAL ALLEGATIONS

15. At some point, Plaintiff had a consumer debt with her Mortgage Lender, Caliber Home Loans, Inc.. See Exhibit A
16. On March 24, 2023, the loan was transferred to Defendant; at this time, the Plaintiffs were approximately one mortgage payment in default with Caliber. See Exhibit B.
17. At the time of the Transfer, the Plaintiffs were in a Chapter 13 Bankruptcy Plan in the Northern District of Illinois and were represented by an Attorney for this matter.
18. Defendant sent the Initial Communication-notice of servicing-and attempt to collect on a debt, to the Plaintiff's Counsel. See Exhibit C



19. Said letter contained: 1. That this is an attempt to Collect a Debt notification;  
2. Defendant described itself as a Debt Collector; 3. Listed the amount owed in "Current Balances" and a "Fee Balance \$2,288.36." See Exhibit C.
20. Said letter goes on to state "[W]e may report information about your account to credit bureaus. Late payments, missed payments, or other defaults may on your account may be reflected in your credit report." See Exhibit C
21. Finally, it gives a "range of fees" including a "Late Charge Fee" if the Plaintiffs are late on their mortgage. See Exhibit C.
22. Nowhere in this letter-or at anytime after this-has the Plaintiffs' Counsel been given their rights under 15 U.S.C. Section 1692g(a).
23. Nor have Plaintiffs been given such rights.
24. Moreover, on or about April 17, 2023, Plaintiffs received a letter from Defendant that stated they had a "Past Unpaid Amount" of \$3937.21 in addition to their regular mortgage payment. See Exhibit D.
25. Defendant does not show how it came up with such an amount.
26. Based on belief and understanding, Defendant is adding fees that it had no right to add to the debt or collect on from the Plaintiffs.
27. Plaintiff does not owe the amount stated in paragraph 24.

Violations of the FDCPA

28. Plaintiff incorporates paragraphs 1-24.
29. Defendant violated the 15 U.S.C. Section 1692g by failing to provide either Plaintiffs or Plaintiffs' Counsel their rights under said Code Section, commonly known as the "Mini-Miranda" rights.

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30. Defendant violated 1692e and 1692f by putting fees that it had no right to put or charge when it demanded \$3937.21 directly from the Plaintiffs.

31. Defendant violated 15 U.S.C. Section 1692e by failing to give a breakdown of the \$3937.21 of what this consisted of.

32. Defendant violated 15 U.S.C. Section 1692e collecting on fees that it could not collect on due to the Terms of the Confirmation Order and the Automatic Stay under 11 U.S.C. Section 362.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment against Preferred, for:

- (a) Statutory damages of \$1,000.00, pursuant to 15 U.S.C. 1692k(a)(2)(A); (b) Actual damages, pursuant to 15 U.S.C. 1692k(a)(2)(A); (c) Reasonable costs & attorneys' fees under to 15 U.S.C. 1692k(a)(3); and,
- (d) Such other relief that this Court deems just and proper.

Respectfully submitted **April 24, 2023**, by:

By: /s/ John P. Carlin, Esq.  
John P. Carlin, Esq.  
IARDC: 6277222  
Dupage County: 366526  
1305 Remington Road, Suite C  
Schaumburg, Il 60173  
Tel: 847-843-8600  
Fax: 847-843-8605  
jcarlin@suburbanlegalgroup.com  
*Attorney for Plaintiff*



CALIBER  
HOME LOANS

P.O. Box 2487  
Greenville, SC 29602

A



0-759-22742-0001276-001-1-000-000-000-000

DEBORAH K WENTLAND  
RICHARD J WENTLAND  
2564 JONQUIL LN  
WOODRIDGE IL 60517-3411

March 08, 2023

Caliber Loan Number: [REDACTED]  
Property Address: 2564 JONQUIL LN  
WOODRIDGE, IL 60517

Dear Deborah K Wentland And Richard J Wentland,

**\*\*\*IMPORTANT INFORMATION REGARDING THE SERVICING OF YOUR MORTGAGE LOAN\*\*\***

Enclosed is a required communication regarding your account.

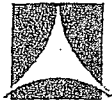
If you filed a Bankruptcy petition and there is either an "automatic stay" in effect, or you received a discharge from the Bankruptcy Court of your personal liability: (i) Caliber will not pursue collection on your mortgage loan from you personally; (ii) this notice is for informational purposes only and is not intended as a demand for payment from you personally; (iii) unless the Bankruptcy Court has ordered otherwise, Caliber continues to retain whatever rights it holds in the property that secures the loan, despite your bankruptcy filing; and (iv) this correspondence does not constitute a "reaffirmation" agreement as that term is defined in the U.S. Bankruptcy Code, 11 U.S.C. § 524(C). If you are subject to a reorganization plan that requires you to make post-petition mortgage payments directly to the trustee, any such payments should be remitted to the trustee directly in accordance with the orders of the Bankruptcy Court.

Thank you for being a valued customer.

Sincerely,

Customer Service Department  
Caliber Home Loans, Inc.

Continued on next page



**CALIBER**  
**HOME LOANS**

P.O. Box 2487  
Greenville, SC 29602

0-100-22/42-000/2/0-0012-000-000-000-00



## NOTICE OF SERVICING TRANSFER

The servicing of your mortgage loan is being transferred, effective March 24, 2023. This means that on or after this date, a new servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

Caliber Home Loans, Inc. (Caliber) is now collecting your payments. Caliber will stop accepting payments received from you after March 23, 2023.

Shellpoint Mortgage Servicing will start accepting payments received from you on March 24, 2023 at this address:

**Shellpoint Mortgage Servicing**  
**P.O. Box 650840**  
**Dallas, TX 75265-0840**

If you have any questions about your mortgage loan or this transfer, please use the contact information below:

**Current Servicer:**

Caliber Home Loans, Inc.  
Customer Service  
800-401-6587  
P.O. Box 2487  
Greenville, SC 29602

**New Servicer:**

Shellpoint Mortgage Servicing  
Customer Service Department  
1-800-365-7107  
P.O. Box 10826  
Greenville, SC 29603-0826

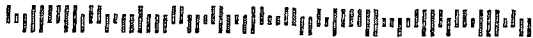
**Important note about insurance:** If you any type of optional insurance such as mortgage life or disability insurance, premiums will not be transferred to and will be discontinued. Please contact the provider of the optional insurance or other membership product(s) directly regarding continuation privileges, if applicable.

Under Federal Law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you.

Caliber Home Loans, Inc.  
March 08, 2023

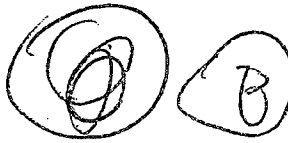
Shellpoint Mortgage Servicing  
P.O. Box 619063  
Dallas TX 75261-9063  
DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS

March 30, 2023



3-811-26142-0000776-001-1-000-010-000-000

DEBORAH K WENTLAND  
RICHARD J WENTLAND  
1305 REMINGTON RD STE C  
SCHAUMBURG IL 60173-4820



**shellpoint**  
A DIVISION OF NEWYORK

**CONTACT INFORMATION**

**Correspondence:** P.O. Box 10826  
Greenville, SC 29603

**Business Hours:** Monday - Friday 8:00AM-9:00PM  
Saturday 10:00AM-2:00PM

**Phone:** 800-365-7107

**Fax:** 866-467-1137

**Website:** [www.shellpointmtg.com](http://www.shellpointmtg.com)

Loan Number: [REDACTED]  
Property Address: 2564 JONQUIL LN  
WOODRIDGE IL 60517

Dear Homeowner(s):

Shellpoint Mortgage Servicing ("Shellpoint") welcomes you! We're pleased that the owner of your mortgage loan has entrusted us to service your account.

The servicing of your mortgage is being transferred. Effective March 24, 2023, the **servicing** of your mortgage loan (collecting payments, paying taxes and insurance, etc.) transfers from Caliber Home Loans, Inc. to Shellpoint.

**Important bankruptcy notice.** If you are in bankruptcy or have received a bankruptcy discharge of this debt, this notice is to advise you of the status of your mortgage loan. If your debt has been discharged in accordance with applicable bankruptcy laws, or if you are subject to the automatic stay of Section 362 of the United States Bankruptcy Code, this notice is neither a demand for payment or a notice of personal liability. However, this may be a notice of possible enforcement of the lien against the collateral property that was not discharged in your bankruptcy.

Your prior servicer, Caliber Home Loans, Inc., will stop accepting payments on March 24, 2023. Shellpoint will start accepting mortgage payments on March 24, 2023.

Call us if you need to at **800-365-7107**. Our **automated phone system** gives you 24-hour access to your account, so you can check payment status, get answers to common questions, and access a wide range of account information. If you need to speak with someone, our Customer Care Team is available Monday through Friday 8:00AM-9:00PM, and Saturday 10:00AM-2:00PM (Eastern time).

Were you working on a loss mitigation plan? If you were engaged in a loss mitigation plan or evaluation with your previous servicer – or if you applied for such a plan – please call us right away. Dial 866-825-2174 so we can make sure your plan information has been properly transferred to us. If necessary, we will contact your previous servicer to obtain missing documents.

¿Hablas español? Esta carta contiene información importante sobre su préstamo hipotecario. Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número **800-365-7107**.

Welcome to Shellpoint! We look forward to serving you, and we're committed to providing you with an excellent mortgage-servicing experience.

Sincerely,

*Customer Care Team*  
**Shellpoint Mortgage Servicing**  
P.O. Box 10826  
Greenville, SC 29603  
**800-365-7107**



10-M 101 Loan Number: 9760458753 Version Date: 09202022

## Helping You Manage Your Mortgage

Please review the following important information regarding your loan.



### Loan Information

To help simplify the management of your mortgage, we have provided the following information:

#### Terms of Your Mortgage

Loan Number	[REDACTED]
Loan Origination Date	06/22/2019
Original Loan Amount	\$198,056.00
Current Interest Rate	3.600%
Term	360 months
Maturity Date	07/01/2049

#### Current Balances

Principal Balance	\$184,021.09
Escrow Balance	\$4,352.88
Fee Balance	\$2,288.36



If you have any questions for your previous servicer about your mortgage loan or this transfer, please contact their Customer Service department:

Caliber Home Loans, Inc.

P.O. Box 2487

Greenville, SC 29602

800-401-6587



Enroll in paperless billing statements by visiting our website at  
[www.shellpointmtg.com](http://www.shellpointmtg.com).  
 Statements can be viewed, saved, and printed on demand!  
 ✓ Convenient ✓ Secure ✓ Fast ✓ Eco-Friendly

Please read the following important notices as they may affect your rights.



Newrez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Newrez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code.

**Attention Servicemembers and Dependents:** The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website [www.militaryonesource.mil/](http://www.militaryonesource.mil/).

**Notice of Error or Information Request Address:** You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us. Additionally, if you believe we have furnished inaccurate information to credit reporting agencies, please write to us with specific details regarding those errors and any supporting documentation that you have and we will assist you. Error Resolution, including concerns of inaccurate information sent to credit reporting agencies, or requests for information should be sent to the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Our system of record has your preferred language as English.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 800-365-7107 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流，请致电 800-365-7107，  
 我们将根据您首选的语言安排相应的译员，与您就贷款服务事项或您所接收的文件进行商讨。

Please note that we operate as Newrez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.

The primary regulatory authority having jurisdiction over the residential lending activities of Shellpoint Mortgage Servicing is the Federal Trade Commission. Their information is below:



A DIVISION OF NEWTEC

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS  
P.O. Box 619063 • Dallas, TX 75261-9063

5-811-26329-0000121-001-1-000-010-000-000



DEBORAH K WENTLAND  
RICHARD J WENTLAND  
2564 JONQUIL LN  
WOODRIDGE IL 60517-3411

Statement Date: 04/08/2023

Account Number  
Payment Date  
Payment Amount\*

05/01/2023  
\$5,618.88

Phone: 800-365-7107  
Website: www.shellpointmtg.com

**Explanation of Payment Amount (Post-Petition Payment)**

Principal*	\$350.48
Interest*	\$549.97
Escrow (Taxes and Insurance)*	\$781.22
Regular Monthly Payment*	\$1,681.67
Total Fees and Charges*	\$0.00
Past Unpaid Amount*	\$3,937.21
<b>Total Payment Amount*</b>	<b>\$5,618.88</b>

This payment amount does not include any amount that was past due before you filed for bankruptcy.

**Past Payments Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$695.73	\$2,074.76
Interest	\$1,105.17	\$3,327.94
Escrow	\$1,562.44	\$4,753.24
Fees/Late Charges	\$0.00	\$0.00
Partial Payment(Unapplied)*	-\$1,881.67	\$32.82
<b>Total</b>	<b>\$1,681.67</b>	<b>\$10,188.76</b>

**Account Information**

Outstanding Principal	\$183,672.70
Interest Rate	3.6000%
Prepayment Penalty	None
Property Address:	2564 JONQUIL LN WOODRIDGE IL 60517

**Additional Messages**

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments, and payment deferment. Visit our website [www.shellpointmtg.com](http://www.shellpointmtg.com) or call us at 866-825-2174 to see if you qualify.

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at [www.shellpointmtg.com](http://www.shellpointmtg.com) or request a copy to be mailed to you by calling us at 800-365-7107.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-9:00PM, and Saturday 10:00AM-2:00PM.

For information about your payments, total amount due, and any additional payment history, see reverse side.

**Bankruptcy Messages**

Our records show that you are a debtor in bankruptcy. We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If your bankruptcy requires you to send your regular monthly payments to the Trustee, you should pay the Trustee instead of us. Please contact your attorney or the Trustee if you have questions.

If you want to stop receiving statements, write us.

**Important Messages**

\*Partial Payments: Any partial payments listed here are not applied to your mortgage, but instead are held in one or more separate suspense accounts. Once we receive funds equal to a full monthly payment, we will apply those funds to your mortgage.

We have not received all your mortgage payments due since you filed for bankruptcy.

This statement may not show recent payments you sent to the Trustee that the Trustee has not yet forwarded to us. Please contact your attorney or the Trustee if you have questions.

The information contained in this statement may not include payments made directly to the Trustee and may not be consistent with the Trustee's records. Please contact your attorney or the Trustee if you have questions.

Please be advised that the post-petition payment amount reflected on this statement may be subject to adjustment after the account has been reconciled and the petition date escrow analysis has been run. The escrow analysis will be attached to our proof of claim.

Total Fees/Paid Unpaid Amount/Total Payment Amount\*. Please be advised that post-petition fees, expenses or charges reflected on this statement might be subject to additional disclosure requirements under Rule 3002.1 of the Federal Rules of Bankruptcy Procedure. In the event such post-petition fees, expenses or charges are disallowed by the bankruptcy court, a subsequent waiver will be applied to your account.

**Summary of Amounts Past Due Before Bankruptcy Filing (Pre-Petition Arrearage)**

Paid Last Month		* This box shows amounts that were past due when you filed for bankruptcy. It may also include other allowed amounts on your mortgage loan. The Trustee is sending us the payments shown here. These are separate from your regular monthly mortgage payment.
Total Paid During Bankruptcy		
Current Balance		
		We have not yet filed a proof of claim in your bankruptcy case. We will include the pre-petition arrearage information on your statement after determining the proper amounts in conjunction with the filing of a proof of claim.

Detach and return with payment

Account Number 9/60458/53

**Transaction Activity (03/18/2023 - 04/07/2023)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
03/21/2023	FHA MI Disbursement	\$120.91	\$0.00
03/29/2023	Partial Payment Unapplied*	\$0.00	-\$1,681.67
03/29/2023	Regular Payment - (Due 2/1/2023)	\$0.00	\$1,681.67
04/04/2023	Proof of claim Waiver	\$0.00	-\$525.00
04/04/2023	BK Costs Waiver	\$0.00	\$525.00
04/04/2023	Partial Payment Unapplied*	\$0.00	\$1,681.67
04/05/2023	Regular Payment - (Due 3/1/2023)	\$0.00	\$1,681.67
04/05/2023	Partial Payment Unapplied*	\$0.00	-\$1,681.67

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**Important Notice:** Please be advised that post-petition fees, expenses or charges reflected on this statement might be subject to additional disclosure to the bankruptcy court under Rule 3002.1 of the Federal Rules of Bankruptcy Procedure. In the event such post-petition fees, expenses or charges are disallowed by the bankruptcy court, a subsequent waiver will be applied to your account.

**Notice of Error or Information Request Address**

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Shellpoint Mortgage Servicing  
P.O. Box 10826  
Greenville, SC 29603

**Housing Counselor Information:** If you would like counseling or assistance, you can contact the following:

U.S. Department of Housing and Urban Development (HUD): For a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

**¿Hablas español?** Esta carta contiene información importante sobre su préstamo hipotecario. Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 800-365-7107.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Your loan was recently acquired from another servicer. Please be advised that certain information on this statement, including information regarding the post-petition payment and pre-petition arrearage, may be adjusted upon our reconciliation of the account, and those adjustments will be reflected in subsequent statements.

## FAQs

What if I make a payment to my previous servicer?	Your previous servicer will forward your payment to us.
Will the terms of my mortgage loan be affected by this servicing transfer?	No. The terms of your mortgage are not affected by this transfer, other than those directly related to servicing your loan.
What if I have more than one loan?	This letter refers only to loan number 9760458753. If more than one loan is transferring to Shellpoint, we will send you a Welcome Letter and information for each loan.

Except in limited circumstances, the law requires your present servicer to send notice at least 15 days before the effective date of transfer or at closing. Your new servicer must also send you this notice no later than 15 days after the effective date or transfer date or at closing. The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage, other than the terms directly related to the servicing of your loan (e.g. payments and inquiries).

By January 31 of each year, Shellpoint Mortgage Servicing provides an Annual Tax and Interest Statement for IRS reporting on the portion of the previous year that Shellpoint Mortgage Servicing serviced your loan. If your loan is currently escrowed for taxes and/or insurance, Shellpoint Mortgage Servicing is required by law to analyze your loan. Shellpoint Mortgage Servicing will notify you in writing if your payment amount changes.

Premiums for mortgage life, accidental death, or disability insurance will not be transferred from your previous servicer. To maintain those coverages, contact your insurance carrier or your local insurance agent. Contact your previous servicer if you are unsure of your carrier's name.

You should also be aware of the following information, which is explained in more detail in Section 6 and Section 12 of the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605, 12 CFR Sections 1024.35 and 1024.36):

RESPA Section 6 and Section 12 give you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within five (5) business days of receiving your request. A "qualified written request" is a written correspondence—other than writing on a payment coupon or other payment-related documents supplied by your servicer—that includes your name, account number, and reasons for the request. Send all qualified written requests to Shellpoint Mortgage Servicing, P.O. Box 10826, Greenville, SC 29603; or you can call 800-365-7107.

No later than thirty (30) days (not including weekends and legal public holidays) after receiving your request, your servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 30-day period, your servicer may not provide information to a credit-reporting agency concerning any overdue payment related to the 30-day time period or your qualified written request. However, the servicer may still begin foreclosure proceedings if proper grounds exist under the mortgage documents.

A "business day" is a day on which the offices of the business are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals if servicers are shown to have violated the requirements of that Section. Seek legal advice if you believe your rights have been violated.